



Rainier Screen Systems Limited Warranty

- 1. Warranty.** Rainier Industries Ltd. (RAINIER), a Washington corporation warrants, to the first Purchaser only, the Rainier screen to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of ten years following delivery. Should the screen prove defective within this warranty period, Rainier will repair or replace the defect, at Rainier's option. RAINIER does not warrant the fabrics, motors or electronics used for such screens. Rather, all fabrics, motors and electronics are warranted by the manufacturer and not directly by RAINIER. RAINIER will supply copies of such warranties upon request. Notwithstanding that RAINIER does not directly warrant the fabric, RAINIER will at its election, either pay the labor cost at no charge to the original purchaser to replace any such fabric itself during the period of the fabric warranty. Notwithstanding that RAINIER does not directly warrant motors and electronics, RAINIER will manage the replacement of warranted motors and/or electronics on behalf of Purchaser.
- 2. Purchaser's Duties.** The Purchaser shall give written notice to Rainier, of any alleged failure of the screen system within this limited warranty period, no later than 15 days after the Purchaser learns of such failure.
- 3. Disclaimer and Exclusion of Warranties.** There is no express or implied warranty, representation or condition of any kind (including without limitation warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.
- 4. Exclusion.** This warranty and all of Rainier's obligations stated herein shall not apply to:

 - (a) any repairs or alterations made without the prior approval of Rainier;
 - (b) any screen damaged by misuse, abuse, vandalism, or accident, or Act of God;
 - (c) moderate fraying, curling or bowing which is a natural characteristic of fabric;
 - (d) moderate waffling or puckering of the fabric near a fabric seam;
 - (e) installation of replacement screen or parts;
 - (f) any clear window vinyl;
 - (f) any freight costs to ship product to or from our factory in Tukwila, Washington.
- 5. Limitation of Liability.** It is understood and agreed that Rainier's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Rainier be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Rainier's liability.
- 6. Limitation of Actions.** No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.

7. **Merger.** This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the screen and to any and all warranties and representations related to it.
8. **No Oral Modification or Waiver.** No modification of this warranty, or waiver of its terms, shall be binding on either party unless approved in writing by both parties.
9. **Governing Law.** This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Washington.